

**LAW OFFICES OF DALE K. GALIPO**

Dale K. Galipo, Esq. (Bar No. 144074)

dalekgalipo@yahoo.com

Hang D. Le, Esq. (Bar No. 293450)

hlee@galipolaw.com

21800 Burbank Boulevard, Suite 310

Woodland Hills, California, 91367

Telephone: (818) 347-3333

Facsimile: (818) 347-4118

Attorneys for Plaintiffs

L.C., I.H., A.L., and

ANTONIA SALAS UBALDO

**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA**

L.C., a minor by and through her guardian *ad litem* Maria Cadena, individually and as successor-in-interest to Hector Puga; I.H., a minor by and through his guardian *ad litem* Jasmine Hernandez, individually and as successor-in-interest to Hector Puga; A.L., a minor by and through her guardian *ad litem* Lydia Lopez, individually and as successor-in-interest to Hector Puga; and ANTONIA SALAS UBALDO, individually;

Plaintiffs,

vs.

STATE OF CALIFORNIA; COUNTY OF SAN BERNARDINO; S.S.C., a nominal defendant; ISIAH KEE; MICHAEL BLACKWOOD; BERNARDO RUBALCAVA; ROBERT VACCARI; JAKE ADAMS; and DOES 6-10, inclusive,

Defendants.

Case No. 5:22-cv-00949-JGB-KK

**STIPULATED PROTECTIVE ORDER**

**[NOTE CHANGES BY COURT]**

Complaint filed: June 7, 2022

Trial date: June 25, 2024

1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,  
3 proprietary, or private information for which special protection from public disclosure  
4 and from use for any purpose other than prosecuting this litigation may be warranted.  
5 Accordingly, the parties hereby stipulate to and petition the Court to enter the  
6 following Stipulated Protective Order. The parties acknowledge that this Order does  
7 not confer blanket protections on all disclosures or responses to discovery and that  
8 the protection it affords from public disclosure and use extends only to the limited  
9 information or items that are entitled to confidential treatment under the applicable  
10 legal principles. The parties further acknowledge, as set forth in Section 12.3 below,  
11 that this stipulated Protective Order does not entitle them to file confidential  
12 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be  
13 followed and the standards that will be applied when a party seeks permission from  
14 the court to file material under seal.

15 B. GOOD CAUSE STATEMENT

16 Defendants State of California (“State”) and County of San Bernardino  
17 (County) may be producing documents concerning its confidential internal policies,  
18 which are generally unavailable to the public. The disclosure of this information  
19 may jeopardize the security of the State’s and County’s operations, and jeopardize  
20 the safety of peace officers. Defendants may also be producing documents that  
21 contain personal and confidential information regarding individuals, of which  
22 information is generally unavailable to the public, including peace officer personnel  
23 records. The disclosure of this information to the public may violate those  
24 individuals’ privacy rights. Defendants may also be producing video, audio and still  
25 photo images related to the incident at issue in this case, which is generally  
26 unavailable to the public. In addition, Defendants may be producing investigation  
27 reports, which are generally unavailable to the public, the disclosure of which could  
28 violate individuals’ privacy rights and jeopardize the safety of officers. Accordingly,

1 to expedite the flow of information, to facilitate the prompt resolution of disputes  
2 over confidentiality of discovery materials, to adequately protect information the  
3 parties are entitled to keep confidential, to ensure that the parties are permitted  
4 reasonable necessary uses of such material in preparation for and in the conduct of  
5 trial, to address their handling at the end of the litigation, and serve the ends of  
6 justice, a protective order for such information is justified in this matter. It is the  
7 intent of the parties that information will not be designated as confidential for  
8 tactical reasons and that nothing be so designated without a good faith belief that it  
9 has been maintained in a confidential, non-public manner, and there is good cause  
10 why it should not be part of the public record of this case.

11  
12 2. DEFINITIONS

13 2.1 Action: *L.C., et al. v. State of California, et al.*; Central District of  
14 California Case No. 5:22-cv-00949-JGB-KK.

15 2.2 Challenging Party: A Party or Non-Party that challenges the designation  
16 of information or items under this Order.

17 2.3 “CONFIDENTIAL” Information or Items: Information (regardless of  
18 how it is generated, stored, or maintained) or tangible things that qualify for protection  
19 under Federal Rules of Civil Procedure 26(c) and for which public disclosure is likely  
20 to result in particularized harm, or is privileged under law, and/or violates privacy or  
21 official information interests recognized by law, or is otherwise entitled to protection.

22 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
23 support staff) and any self-represented (pro se) party or non-party.

24 2.5 Designating Party: A Party or Non-Party that designates information or  
25 items that it produces in disclosures or in responses to discovery as  
26 “CONFIDENTIAL.”

27 2.6 Disclosure or Discovery Material: All items or information, regardless  
28 of the medium or manner in which it is generated, stored, or maintained (including,

1 among other things, testimony, transcripts, audio/video files, personnel files,  
2 policies/procedures, and other tangible things) that are produced or generated in  
3 disclosures or responses to discovery in this matter.

4       2.7 Expert: A person with specialized knowledge or experience in a matter  
5 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
6 an expert witness or as a consultant in this Action and that expert's support staff.

7       2.8 House Counsel: Attorneys who are employees of a party to this action.  
8 House Counsel does not include Outside Counsel of Record or any other outside  
9 counsel.

10       2.9 Non-Party: Any natural person, partnership, corporation, association, or  
11 other legal entity not named as a Party to this action.

12       2.10 Outside Counsel of Record: Attorneys who are not employees of a party  
13 to this action but are retained to represent or advise a party to this Action and have  
14 appeared in this Action on behalf of that party or are affiliated with a law firm which  
15 has appeared on behalf of the party, and includes support staff.

16       2.11 Party: Any party to this action, including all of its officers, directors,  
17 employees, consultants, retained experts, and Outside Counsel of Record, and their  
18 support staffs.

19       2.12 Producing Party: A Party or Non-Party that produces Disclosure or  
20 Discovery material in this action.

21       2.13 Professional Vendors: Persons or entities that provide litigation support  
22 services (e.g., photocopying, videotaping, translating, transcribing, preparing exhibits  
23 or demonstrations, and organizing, storing, or retrieving data in any form or medium)  
24 and their employees and subcontractors.

25       2.14 Protected Material: Any Disclosure or Discovery Material that is  
26 designated as "CONFIDENTIAL."

27       2.15 Receiving Party: A Party that receives Disclosure or Discovery Material  
28 from a Producing Party.

1     3.     SCOPE

2             The protections conferred by this Stipulation and Order cover not only  
3 Protected Material but also: (1) any information copied or extracted from Protected  
4 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;  
5 and (3) any testimony, conversations or presentations by Parties or Non-Parties or  
6 their Counsel that might reveal Protected Material. However, the protections  
7 conferred by this Stipulation and Order do not cover the following information: (a)  
8 any information that is in the public domain at the time of disclosure to a Receiving  
9 Party or becomes part of the public domain after its disclosure to a Receiving Party  
10 as a result of publication not involving a violation of this Order, including becoming  
11 part of the public record through trial or otherwise; and (b) any information known to  
12 the Receiving Party prior to the disclosure or obtained by the Receiving Party after  
13 the disclosure from a source who obtained the information lawfully and under no  
14 obligation of confidentiality to the Designating Party. Any use of Protected Material  
15 at trial shall be governed by **the orders of the trial judge. This Order does not govern**  
16 **the use of Protected Material at trial.**

17  
18     4.     DURATION

19             ~~For information or materials designated as “CONFIDENTIAL” that are not~~  
20 ~~introduced or admitted as an exhibit at trial;~~ Even after final disposition of this  
21 litigation, the confidentiality obligations imposed by this Order shall remain in effect  
22 until a Designating Party agrees otherwise in writing or a court order otherwise  
23 directs. Final disposition shall be deemed to be the later of: (1) dismissal of all claims  
24 and defenses in this action, with or without prejudice; or (2) final judgment herein  
25 after the completion and exhaustion of all appeals, rehearings, trials, or reviews of  
26 this action, including the time limits for filing any motions or applications for  
27 extension of time pursuant to applicable law.

28             ~~Use of Protected Material at trial shall be governed by a separate agreement or~~

~~order. If the parties are unable to agree on whether the terms of this protective order should extend beyond the commencement of trial to any “CONFIDENTIAL” information or materials introduced or admitted as an exhibit at trial, the party opposing the extension of this protective order may make an *ex parte* application with the Court challenging the “CONFIDENTIAL” designation of any information or material introduced or admitted as an exhibit at trial.~~

## 5. DESIGNATING PROTECTED MATERIAL

### 5.1 Exercise of Restraint and Care in Designating Material for Protection:

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routine designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or retard the case development process or to impose unnecessary expenses and burdens on other parties) expose the Designating Party to sanctions.

If it comes to a Designating Party’s attention that information or items that it designated for protection does not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

### 5.2 Manner and Timing of Designations:

Except as otherwise provided in this Order or as otherwise stipulated or ordered, Disclosure of Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

1 Designation in conformity with this Order requires:

2 (a) For information in documentary form (e.g., paper or electronic  
3 documents, but excluding transcripts of deposition or other pretrial or trial  
4 proceedings), that the Producing Party affix at a minimum, the legend  
5 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”) to each page that  
6 contains Protected Material. If only a portion or portions of the material on a page  
7 qualifies for protection, the Producing Party also must clearly identify the protected  
8 portions(s) (e.g., by making appropriate markings in the margins).

9 A Party or Non-Party that makes original documents or materials containing  
10 Confidential Information available for inspection need not designate them for  
11 protection until after the inspecting Party has indicated which material it would like  
12 copied and produced. During the inspection and before the designation, all of the  
13 material made available for inspection shall be deemed “CONFIDENTIAL.” After  
14 the inspecting Party has identified the documents it wants copied and produced, the  
15 Producing Party must determine which documents, or portions of documents qualify  
16 for protection under this Order. Then, before producing the specified documents, the  
17 Producing Party must affix the “CONFIDENTIAL legend” to each page that contains  
18 Protected Material. If only a portion or portions of the material on a page qualifies  
19 for protection, the Producing Party also must clearly identify the protected portions(s).

20 (b) For testimony given in a deposition or in other pretrial proceedings  
21 that the Designating Party identify on the record the Disclosure of Discovery Material,  
22 before the close of the deposition, hearing or other proceeding, all protected  
23 testimony.

24 (c) For information produced in some form other than documentary  
25 and for any other tangible items, that the Producing Party affix in a prominent place  
26 on the exterior of the container or containers in which the information is stored the  
27 legend “CONFIDENTIAL.” If only a portion or portions of the information warrants  
28 protection, the Producing Party, to the extent practicable, shall identify the protected



1 portion(s).

2       5.3 Inadvertent Failures to Designate: If timely corrected, an inadvertent  
3 failure to designate qualified information or items does not, standing alone, waive the  
4 Designating Party's right to secure protection under this Order for such material.  
5 Upon timely correction of a designation, the Receiving Party must make reasonable  
6 efforts to assure that the material is treated in accordance with the provisions of this  
7 Order.

8 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

9       6.1 Timing of Challenges: Any Party or Non-Party may challenge a  
10 designation of confidentiality at any time that is consistent with the Court's  
11 Scheduling Order. A Party does not waive its right to challenge a confidentiality  
12 designation by electing not to mount a challenge promptly after the original  
13 designation is disclosed. However, any challenge must be made and resolved no later  
14 than the close of discovery, as stated in the operative Scheduling Order, or 60 days  
15 after the date of the production of such documents designated as "CONFIDENTIAL,"  
16 whichever is later.

17       6.2 Meet and Confer: The Challenging Party shall initiate the dispute  
18 resolution process under Local Rule 37.1 et seq.

19       6.3 The burden of persuasion in any such challenge proceeding shall be on  
20 the Designating Party. Frivolous challenges, and those made for an improper purpose  
21 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
22 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
23 the confidentiality designation by failing to file a motion to retain confidentiality or  
24 commence the informal-resolution process as described above, all parties shall  
25 continue to afford the material in question the level of protection to which it is entitled  
26 under the Producing Party's designation until the court rules on the challenge.

27 //

28 //



1     7.     ACCESS TO AND USE OF PROTECTED MATERIAL

2             7.1 Basic Principles: A Receiving Party may use Protected Material that is  
3 disclosed or produced by another Party or by a Non-Party in connection with this  
4 Action only for prosecuting, defending, or attempting to settle this Action. Such  
5 Protected Material may be disclosed only to the categories of persons and under the  
6 conditions described in this Order. When the Action has been terminated, a Receiving  
7 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

8             Protected Material must be stored and maintained by a Receiving Party at a  
9 location and in a secure manner that ensures that access is limited to the persons  
10 authorized under this Order.

11     7.2 Disclosure of “CONFIDENTIAL” Information or Items: Unless otherwise  
12 ordered by the court or permitted in writing by the Designating Party, a Receiving  
13 Party may disclose any information or item designated “CONFIDENTIAL” only to:

14             (a) the Receiving Party’s Outside Counsel of Record in this action, as well as  
15 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
16 disclose the information for this Action;

17             (b) the officers, directors, and employees (including House Counsel) of the  
18 Receiving Party to whom disclosure is reasonably necessary for this Action;

19             (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure  
20 is reasonably necessary for this Action and who have signed the “Acknowledgment  
21 and Agreement to Be Bound” (Exhibit A);

22             (d) the court and its personnel;

23             (e) court reporters, stenographers, and their support staff;

24             (f) professional jury or trial consultants, mock jurors, and Professional Vendors  
25 (including their support staff) to whom disclosure is reasonably necessary for this  
26 Action and who have signed the “Acknowledgment and Agreement to Be Bound”  
27 (Exhibit A);

28             (g) the author or recipient of a document containing the confidential

1 information or a custodian or other person who otherwise possessed or knew of the  
2 confidential information;

3 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
4 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
5 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
6 not be permitted to keep any confidential information unless they sign the  
7 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
8 agreed by the Designating Party or ordered by the court. Pages of transcribed  
9 deposition testimony or exhibits to depositions that reveal Protected Material must be  
10 separately bound by the court reporter and may not be disclosed to anyone except as  
11 permitted under this Stipulated Protective Order;

12 (i) any mediator or settlement officer, and their supporting personnel, mutually  
13 agreed upon by any of the parties engaged in settlement discussions.

14  
15 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
16 OTHER LITIGATION

17 If a Party is served with a subpoena or a court order issued in other litigation  
18 that compels disclosure of any information or items designated in this action as  
19 “CONFIDENTIAL,” that Party must:

20 (a) promptly notify in writing the Designating Party. Such notification shall  
21 include a copy of the subpoena or court order;

22 (b) promptly notify in writing the party who caused the subpoena or order to  
23 issue in the other litigation that some or all of the material covered by the subpoena  
24 or order is subject to this Protective Order. Such notification shall include a copy of  
25 this Stipulated Protective Order; and

26 (c) cooperate with respect to all reasonable procedures sought to be pursued by  
27 the Designating Party whose Protected Material may be affected.

28 If the Designating Party timely seeks a protective order, the Party served with

1 the subpoena or court order shall not produce any information designated in this action  
2 as “CONFIDENTIAL” before a determination by the court from which the subpoena  
3 or order issued, unless the Party has obtained the Designating Party’s permission. The  
4 Designating Party shall bear the burden and expense of seeking protection in that court  
5 of its confidential material – and nothing in these provisions should be construed as  
6 authorizing or encouraging a Receiving Party in this action to disobey a lawful  
7 directive from another court.

8  
9 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
10 PRODUCED IN THIS LITIGATION

11 (a) The terms of this Order are applicable to information produced by a Non-  
12 Party in this action and designated as “CONFIDENTIAL.” Such information  
13 produced by Non-Parties in connection with this litigation is protected by the  
14 remedies and relief provided by this Order. Nothing in these provisions should be  
15 construed as prohibiting a Non-Party from seeking additional protections.

16 (b) In the event that a Party is required, by a valid discovery request, to produce  
17 a Non-Party’s confidential information in its possession, and the Party is subject to an  
18 agreement with the Non-Party not to produce the Non-Party’s confidential  
19 information, then the Party shall:

20 (1) promptly notify in writing the Requesting Party and the Non-Party  
21 that some or all of the information requested is subject to a confidentiality agreement  
22 with a Non-Party;

23 (2) promptly provide the Non-Party with a copy of the Stipulated  
24 Protective Order in this litigation, the relevant discovery request(s), and a reasonably  
25 specific description of the information requested; and

26 (3) make the information requested available for inspection by the Non-  
27 Party, if requested.

28 (c) If the Non-Party fails to object or seek a protective order from this court

1 within 14 days of receiving the notice and accompanying information, the Receiving  
2 Party may produce the Non-Party's confidential information responsive to the  
3 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
4 Party shall not produce any information in its possession or control that is subject to  
5 the confidentiality agreement with the Non-Party before a determination by the court.  
6 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
7 of seeking protection in this court of its Protected Material.

8  
9 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

10 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
11 Protected Material to any person or in any circumstance not authorized under this  
12 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
13 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
14 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
15 persons to whom unauthorized disclosures were made of all the terms of this Order,  
16 and (d) request such person or persons to execute the "Acknowledgment and  
17 Agreement to Be Bound" that is attached hereto as Exhibit A.

18  
19 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
20 PROTECTED MATERIAL

21 When a Producing Party gives notice to Receiving Parties that certain  
22 inadvertently produced material is subject to a claim of privilege or other protection,  
23 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
24 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
25 may be established in an e-discovery order that provides for production without prior  
26 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
27 parties reach an agreement on the effect of disclosure of a communication or  
28 information covered by the attorney-client privilege or work product protection, the

1 parties may incorporate their agreement in the stipulated protective order submitted  
2 to the court.

3  
4 12. MISCELLANEOUS

5 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
6 person to seek its modification by the Court in the future.

7 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
8 Protective Order, no Party waives any right it otherwise would have to object to  
9 disclosing or producing any information or item on any ground not addressed in this  
10 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
11 ground to use in evidence of any of the material covered by this Protective Order.

12 12.3 Filing Protected Material. A Party that seeks to file under seal any  
13 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
14 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
15 Protected Material at issue. If a Party's request to file Protected Material under seal is  
16 denied by the court, then the Receiving Party may file the information in the public  
17 record unless otherwise instructed by the court.

18 12.4 Other Actions. The Parties recognize and acknowledge that there are two  
19 other pending lawsuits arising out of the February 17, 2021 incident. The first action,  
20 *Jonathan Wayne Botten, Sr., et al., v. State of California, et al.*, case no. CIV SB  
21 2131572 (“Botten State Action”), is currently pending in the Superior Court of the  
22 State of California for the County of San Bernardino. The second action, *Jonathan*  
23 *Wayne Botten, Sr., et al. v. State of California, et al.*, case no. 5:23-cv-00257-JGB-  
24 SHK (“Botten Federal Action”) is currently pending in this Court, the United States  
25 District Court for the Central District of California. The Parties agree that any  
26 Protected Material produced in this instant action cannot be used in any manner or for  
27 any purpose in the Botten State Action or Botten Federal Action unless the  
28 Designating Party expressly and in writing authorizes the use of Protected Material in

1 the other lawsuits.

2  
3 13. FINAL DISPOSITION

4 After the final disposition of this Action, as defined in paragraph 4, within 60  
5 days of a written request by the Designating Party, each Receiving Party must return  
6 all Protected Material to the Producing Party or destroy such material. As used in this  
7 subdivision, “all Protected Material” includes all copies, abstracts, compilations,  
8 summaries, and any other format reproducing or capturing any of the Protected  
9 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
10 must submit a written certification to the Producing Party (and, if not the same person  
11 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
12 category, where appropriate) all the Protected Material that was returned or destroyed  
13 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
14 compilations, summaries or any other format reproducing or capturing any of the  
15 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
16 archival copy of all pleadings, motion papers, trial, deposition, and hearing  
17 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
18 reports, attorney work product, and consultant and expert work product, even if such  
19 materials contain Protected Material. Any such archival copies that contain or  
20 constitute Protected Material remain subject to this Protective Order as set forth in  
21 Section 4 (DURATION).

22  
23 14. Any violation of this Order may be punished by any and all appropriate  
24 measures including, without limitation, contempt proceedings and/or monetary  
25 sanctions.

26 //

27 //

28 //

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2  
3 DATED: September 15, 2023

4  
5 /s/ *Hang D. Le*

6 Attorneys for Plaintiffs

7  
8 DATED: September 15, 2023

9  
10 /s/ *Diana Esquivel*

11 Attorneys for Defendants State of  
12 California, Isaiah Kee, Michael  
13 Blackwood, and Bernardo  
14 Rubalcava

15  
16 DATED: September 15, 2023

17 /s/ *Amv R. Margolies*

18 Attorneys for Defendants County  
19 of San Bernardino, Robert  
20 Vaccari, and Jake Adams

21  
22 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

23  
24 DATED: September 18, 2023

25 

26 Honorable **Kenly** Kiya Kato  
27 United States Magistrate Judge  
28



EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Stipulated Protective Order that  
was issued by the United States District Court for the Central District of California  
on \_\_\_\_\_ in the case of L.C., et al. v. State of California, et al., case no.  
5:22-cv-00949-JGB-KK. I agree to comply with and to be bound by all terms of this  
Stipulated Protective Order and I understand and acknowledge that failure to so  
comply could expose me to sanctions and punishment in the nature of contempt. I  
solemnly promise that I will not disclose in any manner any information or item that  
is subject to this Stipulated Protective Order to any person or entity except in strict  
compliance with the provisions of this Order. I further agree to submit to the  
jurisdiction of the United States District Court for the Central District of California  
for the purpose of enforcing the terms of this Stipulated Protective Order, even if  
such enforcement proceedings occur after termination of this action. I hereby  
appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and telephone  
number] as my California agent for service of process in connection with this action  
or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_